

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 04-268**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**Three (3) each 35,000 GVWR CAB AND CHASSIS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, October 27, 2004 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**PROPOSAL**  
**SPECIFICATION NO. 04-268**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, October 27, 2004**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit cost</u>	<u>Total Cost</u>
1.	35,000 GVWR Cab and Chassis	Three (3)	\$_____	\$_____
2.	Option: Complete service and overhaul manual, CD or online access.	One (1)	\$_____	\$_____
3.	Option: All available component and system diagnostics to include software and data links.		Lump Sum	\$_____

**BID SECURITY REQUIRED:** \_\_\_\_\_ YES X NO

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**  
**MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 04-268**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No.      FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**TERMS OF PAYMENT**

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: Bid

EQUIPMENT SPECIFICATIONS  
35,000 GVWR CAB AND CHASSIS

1. APPLICATION

- 1.1 This cab and chassis will be mounted with a 10 foot/5 cubic yard dump body and 10ft. hydraulic reversible snow plow for use in multiple on/off road construction and street maintenance applications.
- 1.2 This application not only demands the truck act as the prime mover for this mounted equipment, but also utilized as the power source for the central hydraulic system through a transmission mounted power take off.
- 1.3 PTO and shaft drive hydraulic pump will be left side (8:00 O'clock transmission PTO location) mounted with hydraulic tank being left side outside frame mounted.
  - 1.3.1 To facilitate installation of the hydraulic system both the inside and outside of the left frame rail should be as clean as possible.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new 2005 of the latest improved model in current production as offered to the commercial trade.
- 2.2 Example Model:
  - 2.2.1 Sterling L or Acterra
  - 2.2.2 International 7000 Series
  - 2.2.3 Freightliner Business Class
- 2.3 Examples listed are intended to show the type and class of equipment desired.
- 2.4 Bidders are cautioned to read the specifications carefully: the specifications may include special requirements not commonly offered by your standard equipment.
- 2.5 Do not assume your standard equipment meets all detailed specifications merely because it is listed above as an example.
- 2.6 Vehicle shall comply with all current provisions of National Traffic and Motor Vehicle Safety Act.

Company Name\_\_\_\_\_

Meet Specs.

Yes No

- 3. GVWR  
— — 3.1 35,000 lbs. minimum.

- 4. CAB TO AXLE  
— — 4.1 84 inches.

Company Name\_\_\_\_\_

Meets Specs.

Yes No

5. ENGINE

- \_\_\_ \_\_\_ 5.1 Engine shall be one of the following diesel engines:  
\_\_\_ \_\_\_ 5.1.1 International DT-466  
\_\_\_ \_\_\_ 5.1.2 Caterpillar C7  
\_\_\_ \_\_\_ 5.2 Minimum 250 gross horse power and 800 lb. ft. torque.  
\_\_\_ \_\_\_ 5.3 Minimum 7.0 liter.

6. ENGINE EQUIPMENT

- \_\_\_ \_\_\_ 6.1 Heavy-duty 11 inch single element air cleaner with in-cab control  
auxiliary under hood inlet (snow valve).  
\_\_\_ \_\_\_ 6.2 Air cleaner mounted air filter restriction indicator.  
\_\_\_ \_\_\_ 6.3 Manufacturer's recommended High Capacity cross flow extra cooling  
design radiator with surge tank.  
\_\_\_ \_\_\_ 6.4 Peak "Final Charge" coolant with inhibitor, engine coolant to -35F.  
\_\_\_ \_\_\_ 6.4.1 No exception on brand or type of coolant requested.  
\_\_\_ \_\_\_ 6.5 Silicone or Gates Blue Stripe hose package to include radiator, heater  
and by-pass hoses.(Band or heatshrink type clamps to be used where  
possible)  
\_\_\_ \_\_\_ 6.6 Spin on coolant filter (If recommended by engine manufacturer)  
\_\_\_ \_\_\_ 6.7 Horton Drivemaster automatic on/off fan drive with normally closed  
temperature control.  
\_\_\_ \_\_\_ 6.8 Minimum 1000 watt 115/120 volt block heater with receptacle  
mounted under left-hand door.  
\_\_\_ \_\_\_ 6.9 DAVCO or Fleetguard 232 remote mounted fuel/water separator with  
thermostatically controlled 12 volt electric heater.  
\_\_\_ \_\_\_ 6.10 Thermal electric intake heater.  
\_\_\_ \_\_\_ 6.11 Fuel system primer pump.  
\_\_\_ \_\_\_ 6.12 Minimum 25 qt. engine oil change capacity.  
\_\_\_ \_\_\_ 6.13 Spin on oil filter.  
\_\_\_ \_\_\_ 6.14 Magnetic engine oil drain plug.  
\_\_\_ \_\_\_ 6.15 Heavy duty starter motor with thermal over-crank protection.  
\_\_\_ \_\_\_ 6.16 Key operated electric shut down.  
\_\_\_ \_\_\_ 6.17 Electronic engine system diagnostics with cab mounted J1939  
diagnostic port.  
\_\_\_ \_\_\_ 6.18 Engine shall be capable of electronic interface with Allison RDS series  
transmissions.  
\_\_\_ \_\_\_ 6.19 Electronic cruise control.  
\_\_\_ \_\_\_ 6.20 Electronic road speed .  
\_\_\_ \_\_\_ 6.21 Electronic push button throttle.

Company Name\_\_\_\_\_

Meets Specs.

Yes No

7. EXHAUST SYSTEM

\_\_\_  
\_\_\_

- 7.1 Right hand horizontal muffler with vertical tail pipe and tail pipe guard.  
7.2 Exhaust system to be frame mounted with no cab contact supports and require no more than 2 inches of CA loss.

8. FUEL TANK

\_\_\_  
\_\_\_

- 8.1 Single 50 gallon left side fuel tank with two access steps.  
8.2 Tank to be under cab mounted not extending beyond back of cab.

9. TRANSMISSION

\_\_\_  
\_\_\_  
\_\_\_  
\_\_\_  
\_\_\_

- 9.1 Allison RDS 3500 wide ratio, 6-speed with PTO gear and less retarder.  
9.2 Instrument panel mounted Allison Push-Button type shift control.  
9.3 Manufacturers recommended transmission cooler.  
9.4 Optimum transmission programming for this application.  
9.5 Easily accessible enabled secondary vehicle ground speed terminal **MUST** be provided for material spreader application.

10. FRONT AXLE

\_\_\_  
\_\_\_  
\_\_\_  
\_\_\_

- 10.1 I-Beam type 14,000 lb., front axle - Meritor MFS-14-143A.  
10.2 Set-back axle configuration.  
10.3 Single steering gear.  
10.4 Stemco High Performance "Guardian" unitized wet seal or equal design.

11. FRONT SUSPENSION

\_\_\_  
\_\_\_

- 11.1 Minimum 14,000 lb. capacity leaf spring suspension.  
11.2 Heavy duty shock absorbers.

12. REAR AXLE

\_\_\_  
\_\_\_  
\_\_\_  
\_\_\_  
\_\_\_

- 12.1 Single speed, single reduction 23,000 lb. rear axle Meritor RS-23-160 with magnetic drain plug.  
12.2 Driver actuated locking differential (no-spin is not acceptable).  
12.2.1 Differential shall automatically unlock at 25 MPH.  
12.3 Axle ratio shall be determined at the time order is places.  
12.4 Meritor 18N drive line with full round u-joints.

Company Name \_\_\_\_\_

Meets Specs.

Yes No

13. REAR SUSPENSION

- \_\_\_ \_\_\_ 13.1 Minimum 23,000 lb. main leaf springs.
- \_\_\_ \_\_\_ 13.2 Minimum 4,500 lb. auxiliary leaf springs.

14. FRAME

- \_\_\_ \_\_\_ 14.1 120,000 minimum PSI yield strength, single channel frame.
- \_\_\_ \_\_\_ 14.2 Minimum 2,000,000 in lbs. R.B.M.
- \_\_\_ \_\_\_ 14.3 Huck-bolt frame member fasteners.

15. WHEELS

- \_\_\_ \_\_\_ 15.1 Minimum 7,000 lb. hub piloted, 8.25X22.5, 10 hole ventilated disc, steel wheels.
- \_\_\_ \_\_\_ 15.2 Wheel to be powder coated, white or grey in color.

16. TIRES

- \_\_\_ \_\_\_ 16.1 11R22.5 H highway tread front tires, Goodyear G159 or equal.
- \_\_\_ \_\_\_ 16.2 11R22.5 H traction tread rear tires, Goodyear G167A or equal.
- \_\_\_ \_\_\_ 16.3 One spare front wheel and tire, same brand and model as furnished on truck.
- \_\_\_ \_\_\_ 16.4 Tires to be Firestone, Goodyear, Michelin, B.F. Goodrich, Bridgestone, UniRoyal, or General and shall carry the company name.

17. SERVICE BRAKES

- \_\_\_ \_\_\_ 17.1 Dual air system for straight truck application.
- \_\_\_ \_\_\_ 17.2 Minimum 13.0 CFM air compressor, Bendix Tu-Flow 550 or equal.
- \_\_\_ \_\_\_ 17.3 16.5" x 5.0" S-cam air front brakes with 20 sq. in. long stroke brake chambers.
- \_\_\_ \_\_\_ 17.4 16.5" x 7" S-cam air rear brakes with 30 sq. in. long stroke brake chambers and heavy duty spring actuated parking brake.
- \_\_\_ \_\_\_ 17.5 Full vehicle wheel ABS control system.
- \_\_\_ \_\_\_ 17.6 Bendix AD-IP air dryer with heater right outside frame mounted directly behind cab.
- \_\_\_ \_\_\_ 17.7 Right frame rail mounted air tanks with heated auto drain valves.
- \_\_\_ \_\_\_ 17.8 Front and rear brake dust shields.
- \_\_\_ \_\_\_ 17.9 Front and rear automatic slack adjusters with stainless steel pins.
- \_\_\_ \_\_\_ 17.10 Color coded nylon brake lines.
- \_\_\_ \_\_\_ 17.11 Color coded yellow, park brake knob on instrument panel.
- \_\_\_ \_\_\_ 17.12 Trailer brake package with hand control and tractor protection valve for straight truck and trailer application.
- \_\_\_ \_\_\_ 17.13 Air lines extend to end of frames.

Company Name\_\_\_\_\_

Meets Specs.

Yes No

18. ELECTRICAL SYSTEM

- |     |     |      |  |
|-----|-----|------|--|
| ___ | ___ | 18.1 | 12 Volt  |
| ___ | ___ | 18.2 | Minimum two (2) each heavy duty 12 volt maintenance free batteries with a total 1850 CCA capacity. |
| ___ | ___ | 18.3 | Steel battery box, frame mounted right-side under cab.   |
| ___ | ___ | 18.4 | Remote jump start terminals.   |
| ___ | ___ | 18.5 | Delco 22-SI 130 amp capacity alternator.   |
| ___ | ___ | 18.6 | Manual reset circuit breaker protection.   |
| ___ | ___ | 18.7 | Color coded and protected wiring system.   |

19. CAB

- |     |     |        |   |
|-----|-----|--------|---|
| ___ | ___ | 19.1   | Fully enclosed safety-type conventional cab with medium trim package and rear cab air suspension. |
| ___ | ___ | 19.2   | Minimum 98 inches from grade to top of cab.   |
| ___ | ___ | 19.3   | Cab to have a minimum of 70 inches of shoulder room per specification sheet.                      |
| ___ | ___ | 19.4   | Cab to have a minimum of 56 inches floor to headliner height.                                     |
| ___ | ___ | 19.4.1 | Raised or bubble roof is not acceptable.  |
| ___ | ___ | 19.5   | Tilt forward fiberglass hood with stationary grill.   |
| ___ | ___ | 19.6   | Hood access panel(s) to allow access to engine compartment without tilting hood.                  |

20. CAB EQUIPMENT

- |     |     |        |   |
|-----|-----|--------|---|
| ___ | ___ | 20.1   | High back vinyl covered air suspension drivers and passenger seats.                             |
| ___ | ___ | 20.1.1 | "National 2000 Series" or "Bostrom 915 w/lumbar support" the lightest standard color available. |
| ___ | ___ | 20.2   | 3-point lap and shoulder belts.   |
| ___ | ___ | 20.3   | Dual entry grab handles.  |
| ___ | ___ | 20.4   | Dual door mounted armrests.   |
| ___ | ___ | 20.5   | Dual sun visors.  |
| ___ | ___ | 20.6   | Headliner and insulated rubber floor mat.   |
| ___ | ___ | 20.7   | Storage pocket in drivers door or center console.   |
| ___ | ___ | 20.8   | AM-FM radio with weather band and two speakers.   |
| ___ | ___ | 20.9   | Highest available output heater/defroster with replaceable fresh air filter.                    |
| ___ | ___ | 20.10  | Tinted safety glass on all windows.   |
| ___ | ___ | 20.11  | Deluxe insulation package.  |
| ___ | ___ | 20.12  | Power drivers and passenger side windows with functional vent window.                           |
| ___ | ___ | 20.13  | Sliding rear glass if available from the manufacturer.  |
| ___ | ___ | 20.14  | Tilt steering wheel.  |

Company Name\_\_\_\_\_

Meets Specs.

Yes No

21. CONTROLS AND INSTRUMENTS

- \_\_\_ \_\_\_ 21.1 Key locking starter switch.
- \_\_\_ \_\_\_ 21.2 Head, park and dome light switch.
- \_\_\_ \_\_\_ 21.3 High beam indicator.
- \_\_\_ \_\_\_ 21.4 Differential lock indicator.
- \_\_\_ \_\_\_ 21.5 Self canceling turn signal switch with integral dimmer switch.
- \_\_\_ \_\_\_ 21.6 Gauge cluster to be English with electronic speedometer.
  - \_\_\_ \_\_\_ 21.6.1 Odometer to display miles, trip miles, engine hours and trip hours. (engine hours to be non-resettable)
- \_\_\_ \_\_\_ 21.7 Visual and audible warning system as follows:
  - \_\_\_ \_\_\_ 21.7.1 Low engine oil pressure.
  - \_\_\_ \_\_\_ 21.7.2 High engine coolant temperature.
  - \_\_\_ \_\_\_ 21.7.3 Low fuel level.
  - \_\_\_ \_\_\_ 21.7.4 High transmission temperature.
- \_\_\_ \_\_\_ 21.8 Gauge cluster as follows:
  - \_\_\_ \_\_\_ 21.8.1 Engine oil pressure.
  - \_\_\_ \_\_\_ 21.8.2 Engine coolant temperature.
  - \_\_\_ \_\_\_ 21.8.3 Transmission temperature.
  - \_\_\_ \_\_\_ 21.8.4 Fuel level.
  - \_\_\_ \_\_\_ 21.8.5 Voltmeter.
  - \_\_\_ \_\_\_ 21.8.6 Tachometer.
  - \_\_\_ \_\_\_ 21.8.7 Air pressures, air 1 and air 2.

22. WINDSHIELD WIPERS

- \_\_\_ \_\_\_ 22.1 Two speed electric windshield wipers with intermittent feature and electric washers.
  - \_\_\_ \_\_\_ 22.1.1 Wiper blades to be Arctic Winter type.

23. MIRRORS

- \_\_\_ \_\_\_ 23.1 Door mounted heated, stainless steel or power coated west coast mirrors with auxiliary convex mirror.

24. LIGHTS

- \_\_\_ \_\_\_ 24.1 Vehicle shall be equipped with all required and manufactures recommended light to comply with FMVSS 108 and ICC requirements.
- \_\_\_ \_\_\_ 24.2 Halogen sealed beam headlights.
- \_\_\_ \_\_\_ 24.3 Parking light integral with front turn signal and tail lights.
- \_\_\_ \_\_\_ 24.4 Hazard flashers.
- \_\_\_ \_\_\_ 24.5 Solid state 16 lamp flasher.
- \_\_\_ \_\_\_ 24.6 Interior dome light.



Company Name\_\_\_\_\_

Meets Specs.

Yes No

25. MISCELLANEOUS EQUIPMENT

- \_\_\_ 25.1 **Delete front bumper.**  
\_\_\_ 25.2 Under hood mounted air horn(s).  
\_\_\_ 25.3 Manufactures standard electric horn.  
\_\_\_ 25.4 Electronic backup alarm.(Preco factory model)  
\_\_\_ 25.5 Two front tow hooks and two rear tow hooks. (Frame mounted)

26. PAINT

- \_\_\_ 26.1 Basecoat/Clearcoat Polyurethane enamel paint.  
\_\_\_ 26.2 Color shall be one solid color selected from manufacturers standard color chart provided with bid proposal.  
\_\_\_ 26.3 Top of hood to be painted flat black.  
\_\_\_ 26.4 Interior shall be the lightest standard color available.

27. WARRANTY AND CONDITIONS

- \_\_\_ 27.1 **The successful Vendor shall be responsible for all warranties as accepted by the City in the award of this bid. This responsibility will include all sub-contracted items and all transportation as related to the warranty in this bid.**  
\_\_\_ 27.2 The basic standard and extended warranties **MUST** be provided t he original equipment manufacturer.  
\_\_\_ 27.2.1 Coverage provided through independent warranty companies “aftermarket warranties” are not acceptable.  
\_\_\_ 27.3 Basic vehicle coverage 48 months/50,000 miles.  
\_\_\_ 27.4 Engine and engine electronics 48 months/50,000 miles.  
\_\_\_ 27.5 Allison transmission and transmission electronics 24 months/50,000 miles.  
\_\_\_ 27.6 Drivetrain and major components (front axle, rear axle, suspension, frame mount brackets and crossmembers, driveline) 48 months/50,000 miles.  
\_\_\_ 27.7 Frame 60 months/100,000 miles.  
\_\_\_ 27.8 Cab corrosion and structure 60 month/unlimited miles.  
\_\_\_ 27.9 Towing 36 months/50,000 miles.  
\_\_\_ 27.10 Warranty shall include 100% parts and labor.  
\_\_\_ 27.11 Complete details of the warranty you are providing **must** accompany your bid.  
\_\_\_ 27.12 The City requests a **Delayed Warranty Start** for body installation and will notify the vendor with the actual in-service date for completion of the required documents.

Company Name\_\_\_\_\_

Meets Specs.

Yes No

- — 28. DELIVERY
- — 28.1 The cab and chassis shall be delivered F.O.B. Fleet Services  
Garage, 901 North 6<sup>th</sup>, Lincoln NE.
- — 28.2 The original manufacture's statement of origin, a service authorization  
card, and properly executed service and warranty policy shall  
accompany the vehicle when delivered.
- — 28.3 All manuals and miscellaneous equipment as described in these  
specifications shall be provided at the time of delivery.
- — 28.4 Pre-delivery Inspection shall be properly performed prior to  
delivery. Any lack of pre-delivery service shall result in rejection  
until the unit has been properly serviced.
- — 28.5 Dealer's decals, stickers or other signs shall not be put on the unit.  
Manufacture's nameplates, stamping and other signs are acceptable.
- — 29. OPTIONS (please price each separately)
- — 29.1 Complete service and overhaul manual, CD or online access.
- — 29.2 Please provide price quotes for all available component and  
system diagnostics to include software and data links.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

#### **19. AFFIRMATIVE ACTION**

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

#### **20. LIVING WAGE**

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.